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 Attorney Docket: 1262-1

**BROOKLYN OFFICE**

**IN THE UNITED STATES DISTRICT COURT  
 FOR THE EASTERN DISTRICT OF NEW YORK**

**CV 10- 0651**

**BRIAN BONISLAWSKY  
 d/b/a ASTIGMATIC ONE EYE TYPOGRAPHIC  
 INSTITUTE (AOETI), and  
 FONT BROTHERS, INC.,**

Plaintiffs,  
 -against-

**THE GAP, INC., and  
 CRISPIN, PORTER, AND BOGUSKY, LLP,**

Defendants.

CV

**COMPLAINT**

(Jury Trial Demanded)

DEARIE, CH. J

J. ORENSTEIN, M.J.

Plaintiffs, BRIAN BONISLAWSKY d/b/a ASTIGMATIC ONE EYE TYPOGRAPHIC INSTITUTE (AOETI) ("Astigmatic") and FONT BROTHERS, INC. ("Font Brothers," collectively, "Plaintiffs"), by and through their attorneys, The Martinez Group PLLC, for their Complaint against Defendants, THE GAP, INC. ("Gap") and CRISPIN, PORTER, AND BOGUSKY, LLP ("CPB," collectively, "Defendants"), allege as follows:

**NATURE AND SUBSTANCE OF THE ACTION**

1. Plaintiffs file this action against Defendants for Copyright Infringement under 17 U.S.C. §101, et seq. and Breach of Contract under applicable State Law.

2. This action is brought in response to a classic case of Copyright Infringement, specifically the unauthorized copying and commercial, for-profit use and distribution of Astigmatic's copyrighted work; namely, Defendants have breached or caused others to breach the grant of license made to Defendants and have used or caused others to use unauthorized copies of Astigmatic's Copyrighted Font Software in the creation of Gap live-action commercials broadcast on television.
3. Title 17 of the United States Code (Copyright Act) and provisions under State law were enacted to provide remedies to copyright owners who suffer damages by reason of such actions.

#### **JURISDICTION AND VENUE**

4. This is an action for Copyright infringement arising under the Copyright Act of 1976, 17 U.S.C. §101 et seq. and applicable State laws, which seeks the disgorgement of revenues, profits, together with damages by reason of Defendants' past and ongoing infringements of Astigmatic's Copyrighted Work identified herein.
5. This Court has jurisdiction of this action under 28 U.S.C. §§ 1331, 1332, 1338(a) and 1338(b), its supplemental jurisdiction, and under Rule 4 of the Federal Rules of Civil Procedure.
6. Venue is proper in this district under 28 U.S.C. §1391 and §1400 in that Defendants or Defendants' agents may be found in this District and Defendants transact business in this District.

## PARTIES

7. Plaintiff, Brian Bonislawsky d/b/a Astigmatic One Eye Typographic Institute (“Astigmatic”), is a graphic designer and type font software designer, having an office located at 8511 Benidorm Avenue, Las Vegas, Nevada 89178.
8. Plaintiff Astigmatic conducts business throughout the United States, the State of New York and the County of Kings, via the Internet at [www.astigmatic.com](http://www.astigmatic.com).
9. Plaintiff, Font Brothers, Inc., (“Font Brothers”) is a Minnesota Corporation, having an office located at 5117 38<sup>th</sup> Avenue South, Minneapolis, Minnesota, 55417.
10. Font Brothers conducts business throughout the United States, the State of New York, and the County of Kings, via the Internet at [www.fontbros.com](http://www.fontbros.com).
11. Font Brothers is the exclusive licensor of Plaintiff Astigmatic’s DIGITAL DISCO Font Software.
12. Defendant, The Gap, Inc. (“Gap”), is a Corporation formed in the State of Delaware with its principal place of business located at 2 Folsom Street, San Francisco, California 94105.
13. Gap is a global specialty retailer offering clothing, accessories, and personal care products for men, women, children, and infants.
14. Defendant, Crispin, Porter & Bogusky, LLC (“CPB”), is a Limited Liability Company formed in the State of Delaware with its principal place of business located at 3390 Mary Street, Suite 300, Coconut Grove, Florida 33133.
15. CPB is a full-service advertising agency with offices throughout the United States and in Europe.
16. CPB created the Gap broadcast commercials identified herein.
17. Defendants CPB and Gap each conduct business within the State of New York, within the Eastern District.

### **FACTS COMMON TO ALL CLAIMS**

18. Plaintiff Astigmatic is engaged in the business of, *inter alia*, designing and marketing electronic type font software in digital format for use with personal computers and other digital media.
19. Plaintiff Astigmatic designed, created, and is the exclusive owner of the DIGITAL DISCO Family of Type Font Software (the “Font” or “Font Software”), showings of which are annexed hereto as Exhibit A.
20. Plaintiff Astigmatic is the exclusive owner of U.S. Copyright Registration TX 7-022-303 for the DIGITAL DISCO Family of Type Fonts; a copy of which is annexed hereto as Exhibit B.
21. Plaintiff Astigmatic’s Copyright is valid and subsisting.
22. Astigmatic’s DIGITAL DISCO Font Software is distributed by Font Brothers, a Minnesota Corporation engaged in the business of designing and licensing, *inter alia*, electronic type font software.
23. Astigmatic’s DIGITAL DISCO Font Software is also distributed by MyFonts.com, Inc. (“MyFonts”), a Massachusetts corporation, engaged in the marketing and distribution of such goods. Plaintiffs have authorized the selling of licenses to use the DIGITAL DISCO Font Software by MyFonts. MyFonts is not a party to this action.
24. Authorized uses of Astigmatic’s DIGITAL DISCO Font Software are governed by way of an End User License Agreement (“EULA”), which prohibits, *inter alia*, using the Font Software in broadcasts on television and distribution to third-parties without the purchase of additional license upgrades. A copy of the Font Brothers EULA is annexed hereto as Exhibit C.

25. Upon information and belief, Defendant's made no purchases of Plaintiff's Software from Myfonts. Myfonts is not a party to this action.
26. Astigmatic has sold and continues to sell and derive significant revenue from the sale of licenses to use its DIGITAL DISCO Font Software.

#### **DEFENDANTS' ACTIONS**

27. Defendants have used or caused others to use Astigmatic's DIGITAL DISCO Font Software as a resource for the creation of commercials broadcast on television for the purposes of marketing Gap's products (hereinafter, "Gap Broadcasts"), showings of which are annexed hereto as Exhibit D (See also, [www.gap.com](http://www.gap.com), [www.cheerfactory.com](http://www.cheerfactory.com), and [www.cpbgroup.com/#gap](http://www.cpbgroup.com/#gap)).
28. Plaintiffs' records indicate that Defendant CPB has purchased only limited licenses to use Astigmatic's DIGITAL DISCO Font Software from Font Brothers, copies of which are annexed hereto as Exhibit E.
29. Plaintiffs' records show that Defendant CPB directly inquired as to the use of the DIGITAL DISCO Font Software for broadcast purposes and for third-party distribution in several geographic locations worldwide a showing of which is annexed hereto as Exhibit F.
30. Plaintiff's records show that Defendant CPB was advised of the requirement for an additional license purchase to use the DIGITAL DISCO Font Software for broadcasts on television and for distribution to third-parties.
31. Plaintiff's records show multiple attempts by plaintiff to secure additional information from CPB for the purposes of providing a quotation of the cost of the required additional license for use of the DIGITAL DISCO Font Software in broadcasts on television and for distribution to third-parties. (See, Exhibit F).

32. Defendant CPB failed to respond to Plaintiff's multiple inquiries and purchased no additional licenses to use the DIGITAL DISCO Font Software in the manner complained of herein.
33. Defendant Gap has purchased no licenses to use, copy, or distribute Astigmatic's DIGITAL DISCO Font Software in the manner complained of herein, specifically for use in broadcasts on television or for distribution to third-parties in several geographic locations worldwide.
34. It is not known at this time whether Defendant CPB distributed unauthorized and infringing copies of the DIGITAL DISCO Font Software to Defendant Gap or to third parties for the purposes of post production services required in the making of the live-action broadcast commercials identified herein.
35. To the extent that any licenses may have been secured by a representative of either Defendant, the uses complained of herein are not permitted in the license granted to defendant CPB.
36. Defendants' unauthorized and unlicensed uses of Astigmatic's DIGITAL DISCO Font Software complained of herein represent the ongoing infringements of Astigmatic's Copyrighted Font Software.
37. The natural, probable, and foreseeable result of Defendants' wrongful conduct has, and continues to be, to deprive Plaintiffs of the benefits and revenue from the sale of licenses to use the DIGITAL DISCO Font Software.
38. Plaintiffs have lost, and will continue to lose, substantial revenue from Defendants' wrongful use, copying, and distribution in the manner complained of herein of Astigmatic's DIGITAL DISCO Font Software.

39. The natural, probable, and foreseeable result of Defendants' wrongful conduct has, and continues to be, to cause injury to Plaintiffs' relationships with present and prospective customers who rely on the cachet that exclusive licensing creates in Plaintiffs' various works.
40. Defendants' wrongful conduct has deprived, and will continue to deprive, Plaintiffs of opportunities for expanding the business good will associated with their goods and services.
41. Defendants have refused to cease and desist from infringing upon Astigmatic's valuable copyright despite several demands for such action.

**FIRST CAUSE OF ACTION  
COPYRIGHT INFRINGEMENT  
17 U.S.C. §501**

42. Plaintiffs repeat and re-allege each and every allegation of the Complaint as set forth in Paragraphs 1 through 41, inclusive, and incorporate them herein by this reference.
43. Defendants have used, created and caused to be created and distributed infringing copies of Astigmatic's DIGITAL DISCO Font Software, and by reason thereof, have infringed and will continue to infringe Astigmatic's valuable Copyright.
44. Plaintiffs are entitled to recover damages they have sustained and will continue to sustain, together with any gains, profits, and advantages obtained by Defendants as a result of the acts of infringement alleged herein.
45. At present, the amount of such damages, gains, profits, and advantages cannot be fully ascertained by Plaintiffs but is not less than three-hundred thousand dollars (\$300,000).
46. Plaintiffs have no adequate remedy at law.

**SECOND CAUSE OF ACTION  
CONTRIBUTORY COPYRIGHT INFRINGEMENT**

47. Plaintiffs repeat and reallege each and every allegation of the Complaint as set forth in Paragraphs 1 through 46, inclusive, and incorporate them herein by this reference.
48. By reason of the acts complained of herein, Defendants have engaged and will continue to engage in the knowing activities of systematically inducing, causing, and materially contributing to the past and ongoing infringements.
49. Defendants have derived substantial financial benefit from the infringements of Astigmatic's DIGITAL DISCO Font Software.
50. Plaintiffs are entitled to recover damages they have sustained and will continue to sustain, together with any gains, profits, and advantages obtained by Defendants as a result of the acts of infringement alleged herein.
51. At present, the amount of such damages, gains, profits, and advantages cannot be fully ascertained by Plaintiffs but is not less than three-hundred thousand dollars (\$300,000).
52. Plaintiffs have no adequate remedy at law.

**THIRD CAUSE OF ACTION  
BREACH OF CONTRACT**

53. Plaintiffs repeat and reallege each and every allegation of the Complaint as set forth in Paragraphs 1 through 52, inclusive, and incorporate them herein by this reference.
54. Defendant CPB has purchased only limited licenses to use Astigmatic's DIGITAL DISCO Font Software from Plaintiff Font Brothers (see, Exhibit E).
55. Defendant CPB refused to purchase licenses to use Astigmatic's DIGITAL DISCO Font Software as a resource in the creation of the above-identified Gap Broadcasts and is, therefore, not authorized to use the same for the uses complained of herein.

56. Defendant Gap has purchased no licenses to use, copy, distribute, or sublicense Astigmatic's DIGITAL DISCO Font Software and is, therefore, not authorized to use the same for the uses complained of herein.
57. Defendants are not authorized to sell, copy, license, sublicense, or otherwise distribute or permit the use of Astigmatic's DIGITAL DISCO Font Software by third parties.
58. Defendants' uses complained of herein constitute a breach of the terms of the applicable End User License Agreement governing the use and distribution of Astigmatic's Font Software (see, Exhibit C).
59. Plaintiffs are further entitled to recover damages they have sustained and will continue to sustain, together with any gains, profits, and advantages obtained by Defendants as a result of the acts of infringement and breach of contract alleged herein.
60. At present, the amount of such damages, gains, profits, and advantages cannot be fully ascertained by Plaintiffs but is not less than three-hundred thousand dollars (\$300,000).
61. Plaintiffs have no adequate remedy at law.

**WHEREFORE**, Plaintiffs respectfully request and pray that this Court will:

1. Preliminarily and permanently enjoin and restrain Defendants, their officers, directors, principals, agents, servants, employees, successors and assigns, and all those in active concert or participation with them under 17 U.S.C. §502 from:
  - (a) imitating, copying, distributing, or otherwise making unauthorized use of Astigmatic's copyrighted software associated with its type face font and;
  - (b) manufacturing, creating, producing, advertising, promoting, or displaying any products or advertisements bearing any simulation, reproduction, counterfeit, copy,

derivative version, or colorable imitation of Astigmatic's DIGITAL DISCO Font Software, including all broadcast uses.

2. Direct that Defendants deliver for destruction, at Defendants' expense, *inter alia*, all packages, boxes, film, computer files, disks, hard drives, CD-Rom's, data, DVD's, videotapes, and all other recorded media together with all other items in its possession or under its control, containing or using any software or products derived from Astigmatic's Font Software.
3. Direct the imposition of a constructive trust as to all monies received by Defendants from all sales, licenses, and payments received by reason of the infringement of Astigmatic's Font Software.
4. Direct that Defendants provide to Plaintiffs an accounting and a complete listing of all transactions conducted directly or by way of any Internet website or by way of any other means that may be under their direction or control involving the use of Astigmatic's Font Software.
5. Direct that Defendants identify every recipient of Astigmatic's Font Software distributed by Defendants by the name, address, IP address and telephone number of each such recipient.
6. Direct that Defendants be required to pay Plaintiffs actual damages in an amount not less than \$300,000 or all profits, damages, and costs derived from the infringing use of Astigmatic's Copyrighted Font Software, whichever is greater.
7. Direct that Defendants be required to pay to Plaintiffs such other damages that it has sustained as a consequence of Defendants' breach of contract as well as the unauthorized use, copying, and distribution of Astigmatic's Font Software.

8. Direct that Defendants be required to pay punitive and exemplary damages in such an amount as is to be awarded at trial.
9. Direct that Defendants be ordered to make a written report within a reasonable period of time to be filed with the Court detailing the manner of compliance with the requested injunctive and mandatory relief above.
10. Award Plaintiffs the costs of this action, together with reasonable attorneys' fees.
11. Award Plaintiffs such other and further relief as the Court may deem just and proper.

**JURY DEMAND**

Plaintiffs, Brian Bonislawsky d/b/a Astigmatic One Eye Typographic Institute (AOETI) and Font Brothers, Inc., hereby demand a trial by jury.

Dated: February 16, 2010

Respectfully submitted,  
THE MARTINEZ GROUP PLLC

By:

Frank J. Martinez (FJM-2149)  
Attorney for Plaintiffs  
Brian Bonislawsky d/b/a Astigmatic One  
Eye Typographic Institute (AOETI) and  
Font Brothers, Inc.

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FONTLAB FONT TEST

Font: Digital Disco Heavy AOE Standard

Size: 24

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11/23/09 14:29:11

FONTLAB FONT TEST

Font: Digital Disco Heavy AOE Shortcaps Italic

Size: 24

FONTLAB FONT TEST

Font: Digital Disco Heavy AOE Shortcaps

Size: 24

11/23/09 14:30:27

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ABCDEFGHIJKLMOP  
QRSTUVWXYZTJEF,TTT+  
QWERTYUHGFDSZV  
WEZYIUYLKSQWERTY  
QWEERTYUIOPASDFGH  
WERTYUIOPASDFGH

FONTLAB FONT TEST

Font: Digital Disco Heavy AOE Italic

Size: 24

Page 1/1

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FONTLAB FONT TEST

Font: Digital Disco Heavy AOE

Size: 24

**FONTLAB FONT TEST**  
**Font: Digital Disco Heavy AOE**  
Size: 24

FONTLAB FONT TEST

# Font: Digital Disco AOE

Size: 24

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FONTLAB FONT TEST

# Font: Digital Disco AOE Standard

Size: 24

Page 1/1

FONTLAB FONT TEST

Font: Digital Disco AOE Standard Italic

Size: 24

Page 1/1

FONTLAB FONT TEST

Font: Digital Disco AOE Shortcaps

Size: 24

Page 1/1

11/23/09 14:31:39

FONTLAB FONT TEST

Font: Digital Disco AOE Shortcaps Italic

Size: 24

Page 1/1

11/23/09 14:31:46

FONTLAB FONT TEST

Font: Digital Disco AOE Italic

Size: 24

Page 1/1

11/23/09 14:31:55

FONTLAB FONT TEST

# Font: Digital Disco Slim AOE

Size: 24

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1. **Geographical distribution of the species** - The species is widely distributed in the tropical and subtropical regions of the world, particularly in the Americas, Africa, and Asia. It is found in various habitats, including coastal areas, river banks, and inland swamps.

FONTLAB FONT TEST

Font: Digital Disco Slim AOE Standard Italic

Size: 24

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FONTLAB FONT TEST

## Font: Digital Disco Slim AOE Standard

Size: 24

Page 1/1

FONTLAB FONT TEST

Font: Digital Disco Slim AOE Shortcaps Italic

Size: 24

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Page 1/1

1. *PRINCIPLES OF POLYMER CHEMISTRY* (1957) - 100% off  
2. *PRINCIPLES OF POLYMER CHEMISTRY* (1957) - 100% off  
3. *PRINCIPLES OF POLYMER CHEMISTRY* (1957) - 100% off  
4. *PRINCIPLES OF POLYMER CHEMISTRY* (1957) - 100% off  
5. *PRINCIPLES OF POLYMER CHEMISTRY* (1957) - 100% off  
6. *PRINCIPLES OF POLYMER CHEMISTRY* (1957) - 100% off  
7. *PRINCIPLES OF POLYMER CHEMISTRY* (1957) - 100% off  
8. *PRINCIPLES OF POLYMER CHEMISTRY* (1957) - 100% off  
9. *PRINCIPLES OF POLYMER CHEMISTRY* (1957) - 100% off  
10. *PRINCIPLES OF POLYMER CHEMISTRY* (1957) - 100% off

FONTLAB FONT TEST

Font: Digital Disco Slim AOE Shortcaps

Size: 24

Page 1/1

FONTLAB FONT TEST

Font: Digital Disco Slim AOE Italic

Size: 24

Page 1/1

FONTLAB FONT TEST

Font: Digital Disco Heavy AOE Standard Italic

Size: 24

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THE FEDERAL BUREAU OF INVESTIGATION  
U. S. DEPARTMENT OF JUSTICE  
Washington, D. C.



## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

A handwritten signature in black ink that reads "Marybeth Peters".

Register of Copyrights, United States of America

Registration Number

TX 7-022-303

Effective date of  
registration:

December 10, 2009

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**Title**

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**Title of Work:** COMPUTER PROGRAMS FOR A DIGITAL DISCO FAMILY OF TYPE FONTS

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**Completion/Publication**

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**Year of Completion:** 2007

**Date of 1st Publication:** January 10, 2007

**Nation of 1st Publication:** United States

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**Author**

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**Author:** Brian J Bonislawsky, dba Astigmatic One Eye Typographic Institute (AOETI)

**Author Created:** text, computer program

**Citizen of:** United States

**Domiciled in:** United States

**Year Born:** 1973

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**Copyright claimant**

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**Copyright Claimant:** Brian J Bonislawsky, dba Astigmatic One Eye Typographic Institute (AOETI)  
8511 Benidorm Ave, Las Vegas, NV, 89178

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**Limitation of copyright claim**

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**Material excluded from this claim:** text, computer program, Text and computer programs created by the computer program entitled "Fontlab".

**New material included in claim:** text, computer program, Text of new computer programs created through the use of another computer program entitled "Fontlab".

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**Certification**

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**Name:** Frank J. Martinez, Esq.

**Date:** December 10, 2009

**Applicant's Tracking Number:** 1262-1

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**Registration #:** TX0007022303

**Service Request #:** 1-291690751

**Application Date:** 12-14-2009 09:30:04

**Correspondent** \_\_\_\_\_

**Organization Name:** THE MARTINEZ GROUP PLLC

**Name:** Frank J Martinez, Esq.

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Suite 316  
Brooklyn, NY 11201 United States

**Mail Certificate** \_\_\_\_\_

THE MARTINEZ GROUP PLLC

Frank J Martinez, Esq.

55 Washington Street

Suite 316

Brooklyn, NY 11201 United States



**Font Brothers End User License Agreement**

THIS IS A BINDING LEGAL AGREEMENT - Please read this Agreement before purchasing, downloading, installing or using the Font Software - 5 Device License. By downloading and/or installing Font Brothers Software you expressly agree to the following terms and conditions:

1. Font Brothers grants you a non-exclusive, terminable, non-transferable license for use the Font Software in accordance with the following terms and conditions.
2. Use of the Font Brothers Font Software at more than one (1) geographic location or with more than five (5) devices requires a Multi-Device Site License upgrade. To determine the number of devices, add up all the CPUs, workstations, printers, and other devices that use or will use the Fonts. For example a device may be, but is not limited to, a printer, imagesetter, largeformat inkjet device or plotter, video display terminal, CPU, laptop/notebook CPU, workstation or any device where the Font Software is rasterized or the display of Font Brothers Fonts are generated from Font software outlines using Extensis Suitcase or other similar Font management software.
3. If your installation needs exceeds more than five (5) devices, you must contact Font Brothers at [license@fontbros.com](mailto:license@fontbros.com) to purchase an upgrade to this basic End User License. If you do not agree to the terms of the Font Software license agreement, please return the Font Software, in its original unopened envelope to: Font Brothers, 5117 38th Ave S. Minneapolis, MN 55417, U.S.A. You also agree to immediately return the Font Software to Font Brothers and certify that no copy remains in your possession or control.
4. You are permitted to embed or otherwise include the Font outlines in a multimedia CD, DVD, PDF, or a flash movie distributed physically or online when such use is without charge of any kind and is for personal use provided the Fonts cannot be extracted. If you are unsure how to prevent font extraction, review your embedding software prior to creating documents containing embedded copies of the Font Software.  
Professional users are permitted to embed or otherwise include the Font outlines in a PDF, or a flash movie distributed physically or online for commercial use provided the Fonts cannot be extracted and the document is not for resale. Resale of any document containing an embedded copy of the Font Software is prohibited and if the ability to sell documents and/or files containing embedded copies of the Fonts is desired, the purchase of a license upgrade is required.
5. Except as may be expressly permitted herein, you may not distribute, sell,

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7. Use of Font Brothers Font Software in the following circumstances and/or applications is NOT permitted without first obtaining the appropriate licensing upgrade. In order to obtain a license upgrade, you must contact Font Brothers at [license@fontbros.com](mailto:license@fontbros.com) for more information. If you are unsure whether your use of Font Brothers Font Software is specifically permitted under this Agreement, contact Font Brothers.

- a. ALPHABET OR LETTERFORM-RELATED PRODUCTS FOR RESALE;
- b. BROADCAST or FILM;
- c. ELECTRONIC DEVICE EMBEDDING;
- d. SOFTWARE EMBEDDING;

Letter form or Alphabet Products include, but are not limited to, scrapbooking uses involving reproductions of individual letterforms, use in the creation of signage or numbering products, rubber stamps, die-cut products, stencil products, tattoo flash, or adhesive sticker alphabet products or any other product containing any image of or derived from the design of the Font embodied in the Font Software of which any likeness of the alphabet can be reproduced.

Broadcast and Film Usage refers to the use of the Font Software in titling, credits for any on-screen broadcast via television, or motion picture titling; For use in film or in television broadcasts, the terms of this License are limited to an annual broadcast season or the initial release and broadcast usage licensing must be renewed prior to following season (whether original or re-rerun, both foreign and domestic) to retain usage and proper licensing. Additional licensing options are available.

Embedded Electronic Devices includes the use of the Font Software for any onscreen display or on an electronic device outside a single location. For example, and not by way of limitation, such electronic devices include a kiosk or gaming devices, embroidery or sewing machines. Use of the Font to create a Company Logo is permitted. Upon the purchase of a license upgrade

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9. The Font Brothers Font Software may be returned or exchanged only if defective. Defective software will be replaced when accompanied by a valid sales receipt and Font Brothers is notified within one (1) week of purchase.

10. You agree that any derivative works created by you from the Font Brothers Font Software, including, but not limited to, software, EPS files, or other electronic works, are considered derivative works under U.S. Law and use of the derivative work is subject to the terms and conditions of this License Agreement. Derivative works may not be sublicensed, sold, leased, rented, lent, or given away without written permission from Font Brothers. Font Brothers shall not be responsible for unauthorized, modified and/or regenerated, adapted or translated software or derivative works.

11. The Font Brothers Font Software and the design of the Font embodied therein are the exclusive property of Font Brothers and are protected under both domestic and international copyright, trademark and unfair competition law. You agree to identify Font Brothers by name and credit Font Brothers's ownership of the trademarks and copyrights in any design or production credits.

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14. You shall be responsible for compliance with all laws relating to the control of exports or the transfer of technology in connection with any use and distribution of the Font Software.

15. Subject to the representations and warranties stated herein, the Font Software is provided "AS IS" and without fiduciary obligation to you or other warranties of any kind and Font Brothers hereby EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FONT BROTHERS DOES NOT WARRANT THAT THE OPERATION OF THE FONT SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE FONT SOFTWARE IS WITHOUT DEFECTS. THE FONT SOFTWARE IS NOT INTENDED AND WAS NOT DESIGNED OR MANUFACTURED FOR USE IN ANY CIRCUMSTANCES WHERE THE FAILURE OF THE FONT SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. THE FONT SOFTWARE IS NOT FAULT TOLERANT AND IS NOT INTENDED FOR USE IN THE CONTROL OR OPERATION OF DEVICES OR EQUIPMENT FOR MANUFACTURING, OR FOR USE IN NAVIGATIONAL DEVICES. UNDER NO CIRCUMSTANCES SHALL TERMINAL BE LIABLE TO YOU, OR ANY THIRD PARTY, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR BUSINESS INTERRUPTION AS A RESULT OF THE USE OF THE FONT SOFTWARE EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY. Under no circumstances, subject to the conditions noted herein, shall Font Brothers's maximum liability to you or any third party exceed the replacement cost of Font Software or the provision of substitute software, at the sole discretion of Font Brothers.

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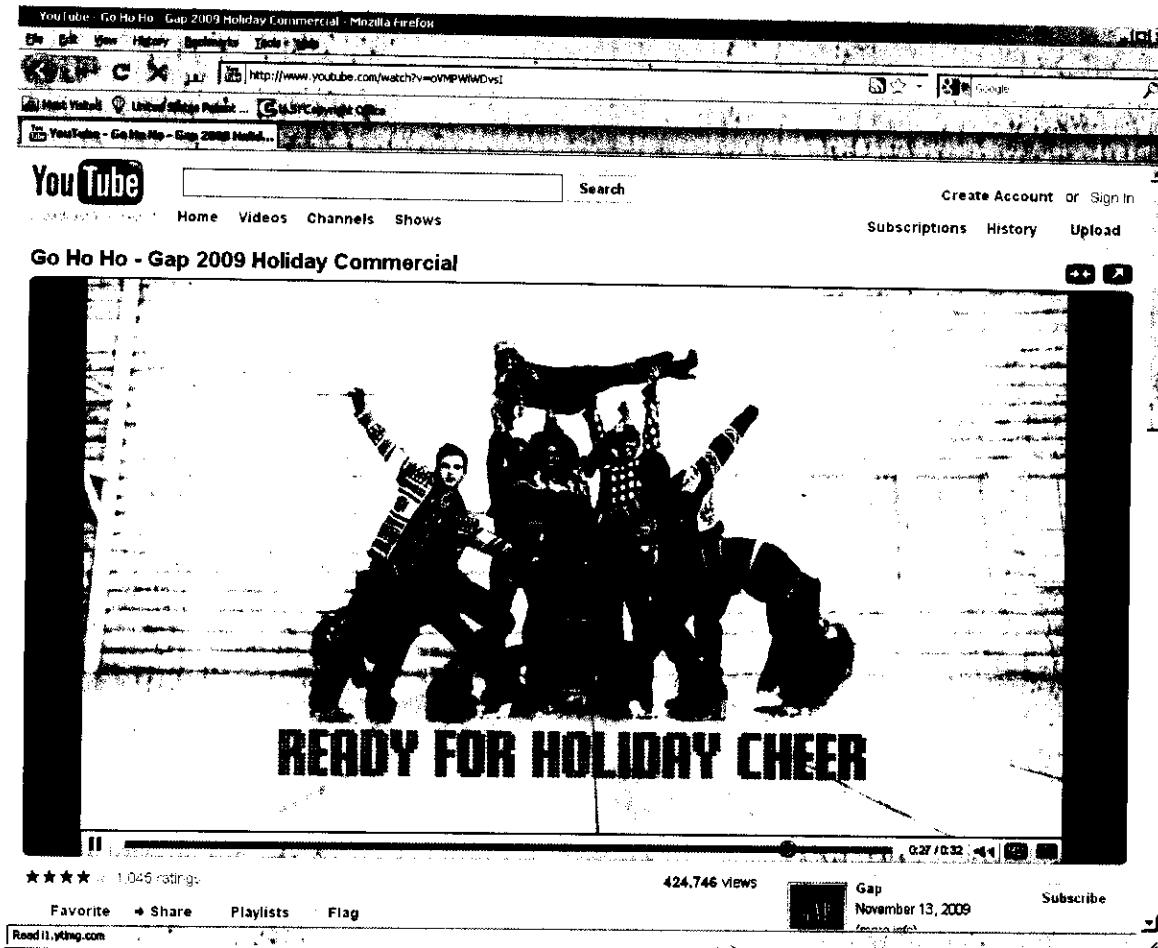
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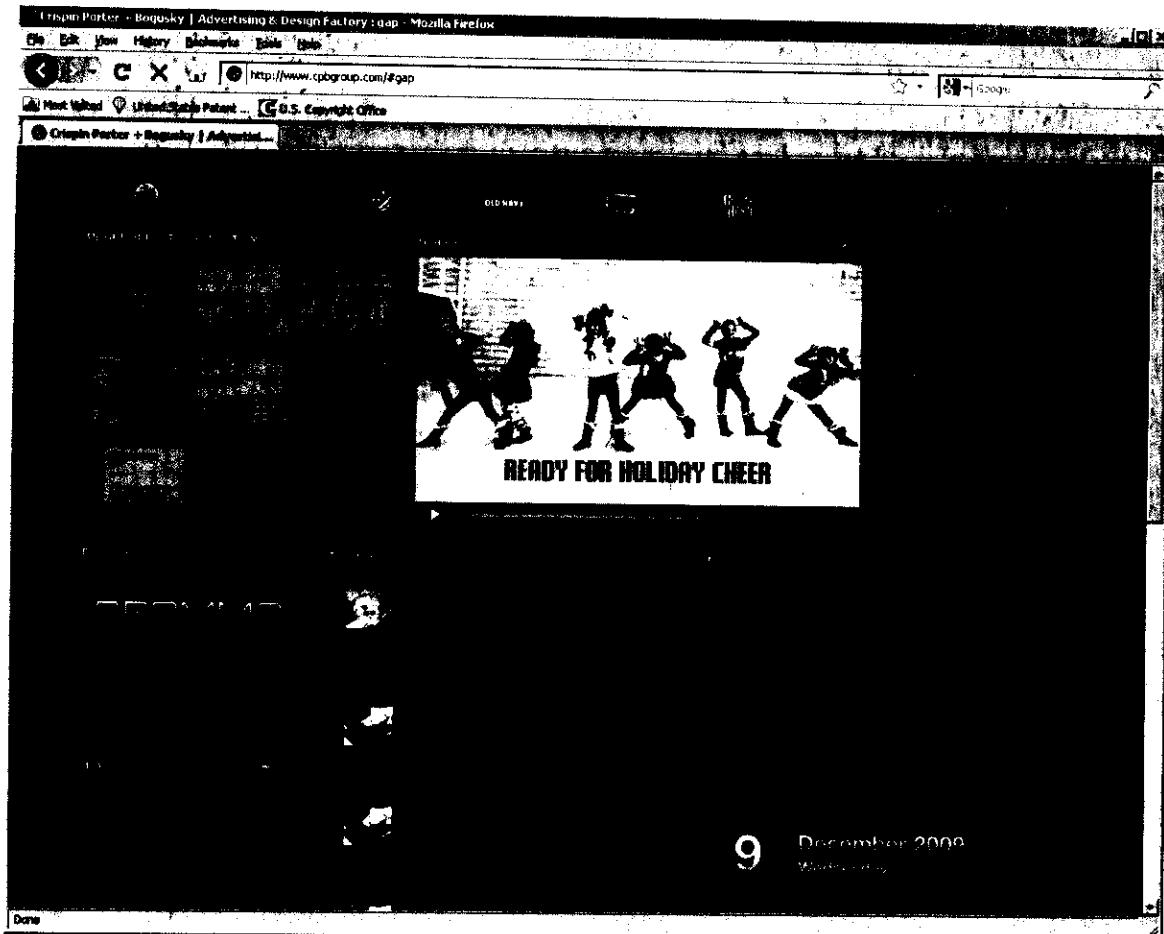
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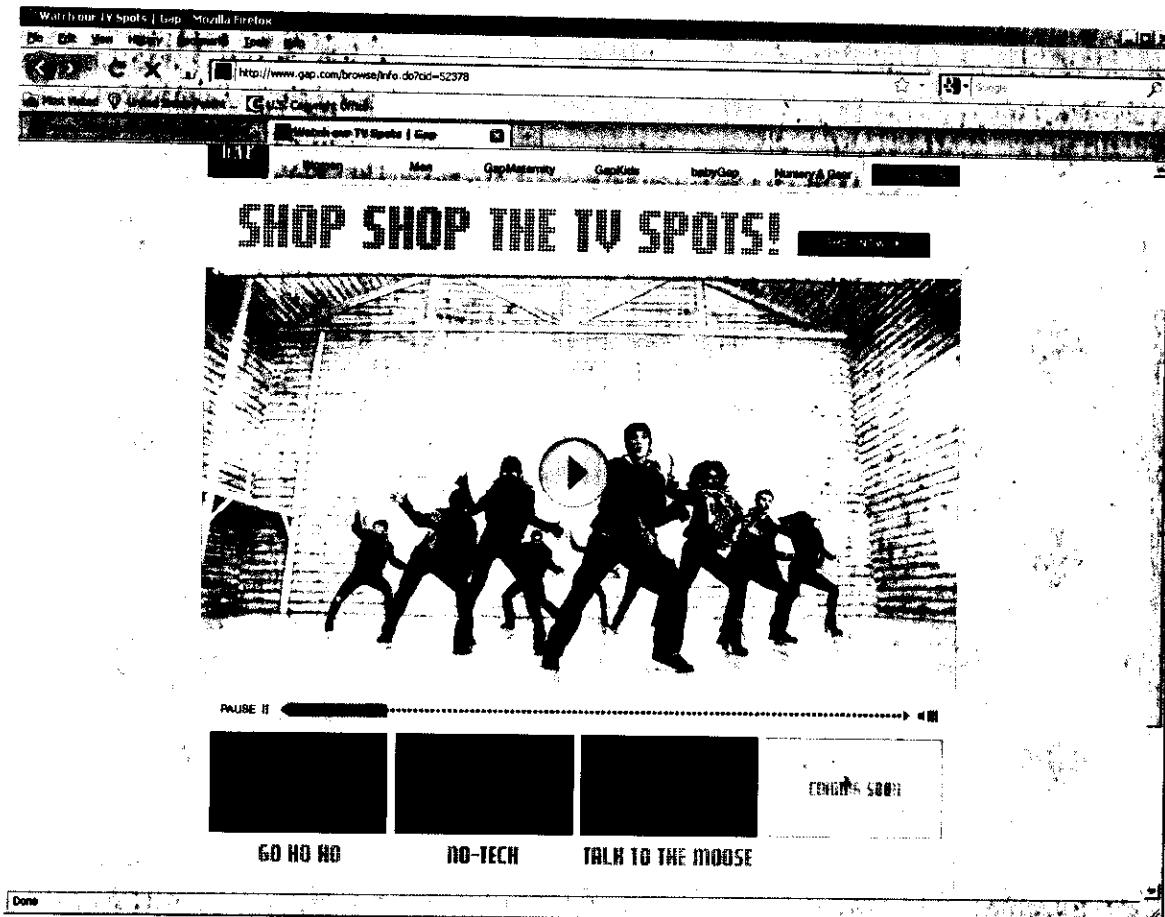
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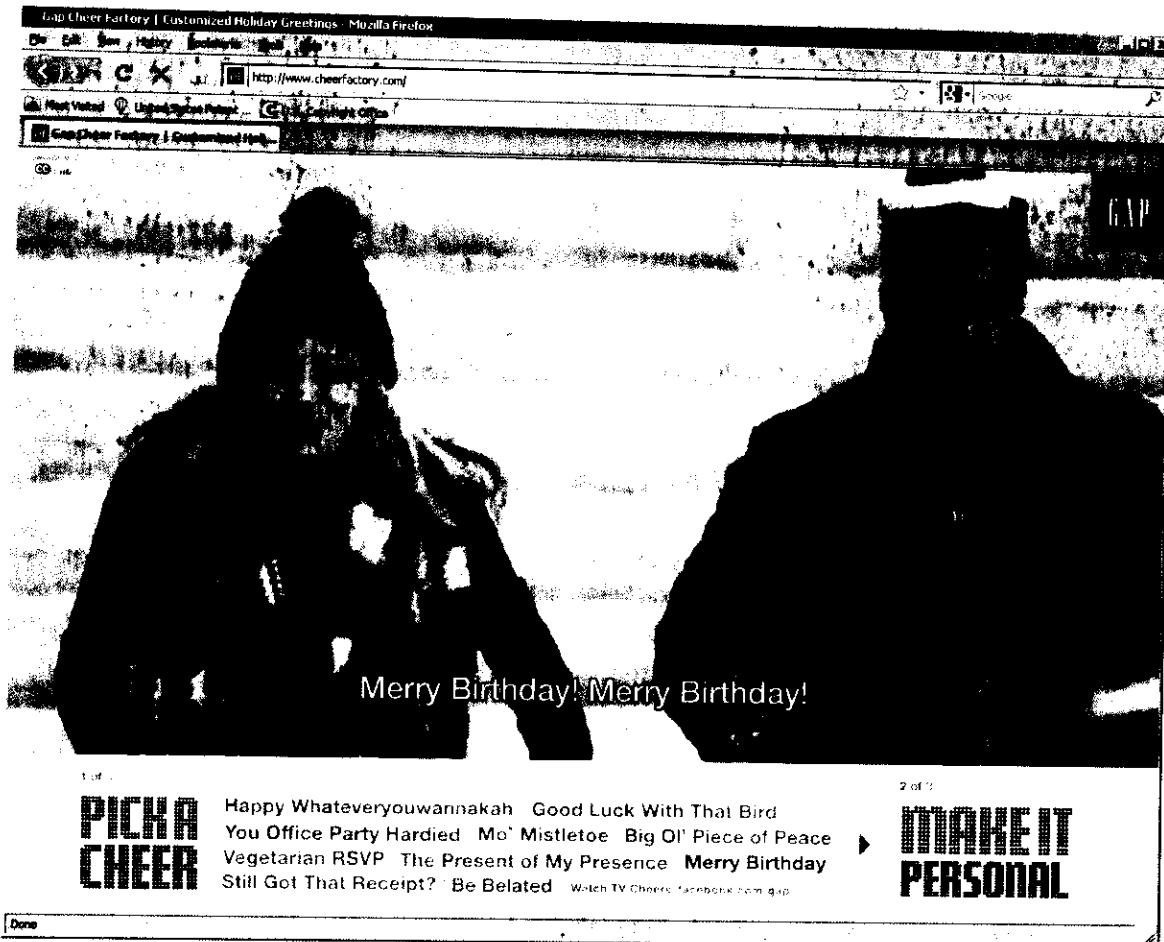
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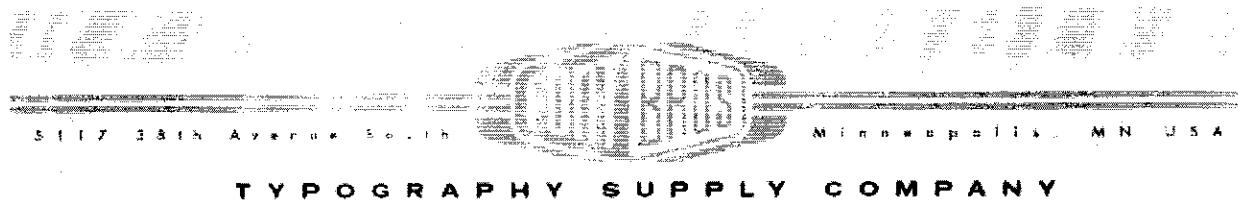
**From:** Font Bros Order Dept <[orders@fontbros.com](mailto:orders@fontbros.com)>

**Date:** August 17, 2009 1:40:01 PM CDT

**To:** [mike@fontbros.com](mailto:mike@fontbros.com), [stuart@fontbros.com](mailto:stuart@fontbros.com)

**Subject: Font Bros Order No: FBR07171**

**Reply-To:** [orders@fontbros.com](mailto:orders@fontbros.com)



Font Bros Order No: FBR07171

Order contains the following:

Quantity	Description	Unit	Amount
	<b>Digital Disco (MAC)</b>		<b>\$19.95</b>

**Multi-User Discount: \$0.00**  
**Sales Tax (MN Residents Only): \$0.00**  
**Total: \$19.95**

**E-mail:** [arussell@cpbgroup.com](mailto:arussell@cpbgroup.com)

**Order Shipping to:**

Adam Russell  
2441 W 35th Ave  
Denver, CO 80211  
United States of America

**Order Billing to:**

Adam Russell  
2441 W 35th Ave  
Denver, CO 80211  
United States of America  
720-234-9269

**Method of Payment:** Online Credit Card Processing

Card Type: AMEX  
Card Number: XXXXXXXXXXXX1001  
Card Expire: 07/12  
290776

**Additional Information:**

Heard about you:

Comments:

Newsletter: Not Available

ONLINE ORDERING 24 HOURS - [WWW.FONTBROS.COM](http://WWW.FONTBROS.COM)

---

Michael Ibach,  
President & Brother

**From:** Font Bros Order Dept <[orders@fontbros.com](mailto:orders@fontbros.com)>

**Date:** July 19, 2007 2:11:04 PM CDT

**To:** [mike@fontbros.com](mailto:mike@fontbros.com), [stuart@fontbros.com](mailto:stuart@fontbros.com)

**Subject: Font Bros Order No: FBR00869**

**Reply-To:** [orders@fontbros.com](mailto:orders@fontbros.com)



Font Bros Order No: FBR00869

Order contains the following:

Quantity	Description	Unit	Amount
	<b>Digital Disco (MAC)</b>		<b>\$19.95</b> <b>\$19.95</b>

**Multi-User Discount: \$0.00**  
**Sales Tax (MN Residents Only): \$0.00**  
**Total: \$19.95**

**E-mail:** [pcaiozzo@cpbgroup.com](mailto:pcaiozzo@cpbgroup.com)

**Order Shipping to:**

Paul Caiozzo  
1930 Grove Street  
Boulder, CO 80302  
United States of America

**Order Billing to:**

Paul Caiozzo  
1930 Grove Street  
Boulder, CO 80302  
United States of America  
7203397219

**Method of Payment:** Online Credit Card Processing

Card Type: AMEX  
Card Number: XXXXXXXXXXXX2002  
Card Expire: 04/09  
204178

**Additional Information:**

Heard about you: Web

Comments: no

Newsletter: Not Available

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Font Brothers Inc.  
5117 38th Ave S.  
Minneapolis, MN 55417

# Sales Receipt

Date	Sale No.
09/18/09	FBRR-6781

Sold To
Crispin Porter Bogusky 6450 Gunpark Drive Boulder, CO 80301

Ship To
Crispin Porter Bogusky 6450 Gunpark Drive Boulder, CO 80301

Check No.	Pay Method	REP	Ship Date	Ship Via	FOB	Project
	American Express		09/18/09			

Item	Description	Quantity	Price Each	Amount
License	Digital Disco: 500 seat license, 5 locations and 1 font server Out-of-state sale, exempt from sales tax	1	1,498.50 0.00%	1,498.50T 0.00
				Total \$1,498.50



**Frank Martinez, Esq.**

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**From:** Stuart Sandler [diner@fontdiner.com]  
**Sent:** Tuesday, February 02, 2010 4:26 PM  
**To:** Frank Martinez, Esq.  
**Subject:** Fwd: Font License quote

**emailKey:** 1079158546

Begin forwarded message:

**From:** Stuart Sandler <[stuart@fontbros.com](mailto:stuart@fontbros.com)>  
**Date:** November 3, 2009 10:38:10 AM CST  
**To:** Peter Nolan <[PNolan@cpbgroup.com](mailto:PNolan@cpbgroup.com)>  
**Cc:** <[mike@fontbros.com](mailto:mike@fontbros.com)>, Cathy Dickinson <[CDickinson@cpbgroup.com](mailto:CDickinson@cpbgroup.com)>  
**Subject:** Re: Font License quote

Hi Peter,

It's been a few weeks since our last discussion and I wanted to find out where you were at with your findings so we could prepare an estimate . . .

Kindly advise,  
Stuart

On Oct 19, 2009, at 12:41 PM, Peter Nolan wrote:

Will do.

Peter Nolan Senior Production Manager | Crispin Porter Bogusky 6450 Gunpark Dr. Boulder, CO 80301 direct 303.628.5147 mobile 786.3829157

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**From:** Stuart Sandler <[stuart@fontbros.com](mailto:stuart@fontbros.com)>  
**Date:** Mon, 19 Oct 2009 12:40:55 -0500  
**To:** Peter Nolan <[PNolan@cpbgroup.com](mailto:PNolan@cpbgroup.com)>  
**Cc:** <[mike@fontbros.com](mailto:mike@fontbros.com)>, Cathy Dickinson <[CDickinson@cpbgroup.com](mailto:CDickinson@cpbgroup.com)>  
**Subject:** Re: Font License quote

Thank you Peter . . .

Kindly advise when you hear from them . . . Your estimate is helpful but we'd prefer to wait till you have a sense from your client of total end users and third parties such as CPB . . .

Best,  
Stuart

On Oct 19, 2009, at 12:36 PM, Peter Nolan wrote:

Hi Stuart

Let me forward your request to the client and I'll see if they can shed light on specific end user numbers. I'll get back to you as soon as I hear from them.

In order to get a ballpark number for this I'd assume we'd be looking at 500 users for a total of 5 locations and 1 font server per Cathy's email for CPB, and probably 300 users at 4 locations for the client – US, UK, Europe and Japan. They will have a combination of Mac's and PCs and have the font on 4 servers, one for each location. Does this help? As soon as I have a ballpark on costs I'll loop in the client who may choose to deal either directly with you or through CPB.

Many thanks  
Peter

Peter Nolan Senior Production Manager | Crispin Porter Bogusky 6450 Gunpark Dr, Boulder, CO 80301 direct 303 628 5147 mobile 786 382 9157

**From:** Stuart Sandler <[stuart@fontbros.com](mailto:stuart@fontbros.com) <x-msg://268/stuart@fontbros.com>>  
**Date:** Mon, 19 Oct 2009 12:27:03 -0500  
**To:** Peter Nolan <[PNolan@cpbgroup.com](mailto:PNolan@cpbgroup.com) <x-msg://268/PNolan@cpbgroup.com>>  
**Cc:** <[mike@fontbros.com](mailto:mike@fontbros.com) <x-msg://268/mike@fontbros.com>>, Cathy Dickinson <[CDickinson@cpbgroup.com](mailto:CDickinson@cpbgroup.com) <x-msg://268/CDickinson@cpbgroup.com>>  
**Subject:** Re: Font License quote

Hi Peter,

Thank you for your e-mail . . . We'll look forward to working with you to secure this license . . .

That said, can you prepare a list of the names of the other 3rd parties in addition to CPB that would be licensed to use this family as well as the clients name? We'll eventually need this for the final agreement regardless but it will certainly help us to determine how many organizations will have access to the font and licensing . . .

Without this information we would have to make assumptions about the size of each organization and may end up far higher with our estimate than may be reasonable . . .

Also be advised we respect your client relationship and will not approach any party relating to this licensing since you've brought it to us first to estimate . . . I want you to be comfortable that our discussion is in confidence . . . That may not have been expressed since our dialog started with Cathy . . .

Kindly advise,  
Stuart

On Oct 19, 2009, at 12:10 PM, Peter Nolan wrote:

Hi Stuart, Mike

My names Peter Nolan, I'll be handling this licensing issue moving forward with you and the client. Basically from talking to Cathy and our client management team we would be looking at licensing this for our client with CPB and others, including international usage assigned where required. I don't have a sense of how many final users we would be looking at right now, but what would a buyout of the font cost us with unlimited usage given the amount we have paid already? Please let me know if you need further info.

Regards  
Peter

Peter Nolan Senior Production Manager | Crispin Porter + Bogusky 6450 Gunpark Dr, Boulder, CO 80301 direct 303 628 5147 mobile 786 382  
9157

----- Forwarded Message

**From:** Stuart Sandler <[stuart@fontbros.com](mailto:stuart@fontbros.com) <x-msg://268/stuart@fontbros.com> <x-msg://242/stuart@fontbros.com <x-msg://242/stuart@fontbros.com>>>

**Date:** Thu, 15 Oct 2009 12:10:21 -0600

**To:** Cathy Dickinson <[CDickinson@cpbgroup.com](mailto:CDickinson@cpbgroup.com) <x-msg://268/CDickinson@cpbgroup.com> <x-msg://242/CDickinson@cpbgroup.com <x-msg://242/CDickinson@cpbgroup.com>>>

**Cc:** Michael Ibach <[mike@fontbros.com](mailto:mike@fontbros.com) <x-msg://268/mike@fontbros.com> <x-msg://242/mike@fontbros.com <x-msg://242/mike@fontbros.com>>>

**Subject:** Re: Font License quote

Hi Cathy,

Thank you for your inquiry . . .

Even though you've specified unlimited users, do you have a rough sense of the total number of end users we'd be looking at? I'd also assume we'd be looking at the complete Digital Disco Family . . .

Beyond that, the easiest way for us to identify the license would be to put it in the name of the client and grant amended permissions that extends to the third parties they work with . . .

In addition we could then transfer the license from you to them, assign you as a third party and apply the credit of the amount paid to this new license . . .

We would need the primary legal name of the client and a list of third parties we could cite . . . That's not to say the license would be limited to those parties per se, but for purposes of documenting who we're extending licenses to . . .

And lastly, are we looking at worldwide or US only licensing?

Kindly advise,  
Stuart

On Oct 15, 2009, at 12:47 PM, Cathy Dickinson wrote:

Hi Stuart,

We recently purchased this font for our site. I was wandering if there is anyway to get an unlimited usage on Digital Disco so legally we are able to transfer the font to any of our Client's third party agencies?

Please feel free to contact me with any questions.  
Thanks in advance,

Cathy Dickinson  
Art Department  
Crispin Porter + Bogusky  
6450 Gunpark Drive  
Boulder, CO 80301  
303-628-5147 office

720-934-0703 mobile

[www.cpbgroup.com](http://www.cpbgroup.com) <<http://www.cpbgroup.com>> <<http://www.cpbgroup.com>> <<http://www.cpbgroup.com>> <<http://www.cpbgroup.com>> <<http://www.cpbgroup.com>> <<http://www.cpbgroup.com>> <<http://www.cpbgroup.com>> <<http://www.cpbgroup.com>>

**From:** Stuart Sandler <[stuart@fontbros.com](mailto:stuart@fontbros.com)> <<x-msg://268/stuart@fontbros.com>> <<x-msg://242/stuart@fontbros.com>> <<x-msg://184/stuart@fontbros.com>> <<x-msg://184/stuart@fontbros.com>> <<x-msg://184/stuart@fontbros.com>> <<x-msg://184/stuart@fontbros.com>> > > >

**Date:** Tue, 8 Sep 2009 16:04:32 -0600

**To:** Cathy Dickinson <[CDickinson@cpbgroup.com](mailto:CDickinson@cpbgroup.com)> <<x-msg://268/CDickinson@cpbgroup.com>> <<x-msg://242/CDickinson@cpbgroup.com>> <<x-msg://184/CDickinson@cpbgroup.com>> <<x-msg://184/CDickinson@cpbgroup.com>> <<x-msg://184/CDickinson@cpbgroup.com>> > >

**Cc:** Michael Ibach <[mike@fontbros.com](mailto:mike@fontbros.com)> <<x-msg://268/mike@fontbros.com>> <<x-msg://242/mike@fontbros.com>> <<x-msg://184/mike@fontbros.com>> <<x-msg://184/mike@fontbros.com>> <<x-msg://184/mike@fontbros.com>> > >

**Subject:** Re: Font License quote

Hi Cathy,

Thank you for your request . . .

The license fee for your needs is \$1498.50 and we would be able to deliver the faces to you in OTF format . . . Kindly advise how you'd like to proceed . . .

Best,  
Stuart

On Sep 8, 2009, at 2:39 PM, Cathy Dickinson wrote:

I am looking to get a quote on the font family Digital Disco.  
If possible I would like OTF fonts but I don't know if they are available.  
The license would include 500 users for a total of 5 locations and 1 font server. All MAC.

Please let me know if you would need an more information to process a quote.

Thanks,

Cathy Dickinson  
Art Department  
Crispin Porter + Bogusky  
6450 Lampark Drive  
Boulder, CO 80301  
303-628-5137 office  
720-934-0703 mobile

[www.cpbgroup.com](http://www.cpbgroup.com) <<http://www.cpbgroup.com>> <<http://www.cpbgroup.com>> <<http://www.cpbgroup.com>> <<http://www.cpbgroup.com>> <<http://www.cpbgroup.com>> <<http://www.cpbgroup.com>> <<http://www.cpbgroup.com>> <<http://www.cpbgroup.com>>

----- End of Forwarded Message